

Grace Energy Corporation
Support Terminal Services, Inc.
Balance Sheet Reconciliation - November 30, 1992

	BT Services Legal Entry B/S	Adjustments	Adjusted B/S to Reconcile to mngmt. reporting	
Current Liabilities				
313 Accounts Payable Other	\$277,863		\$277,863	(7)
314 Accounts Payable	678,736		678,736	(7)
316 AP Accrued	136,000		136,000	(7)
323 Employee Deductions	1,800		1,800	(7)
Total Accounts Payable	<u>1,081,399</u>		<u>1,081,399</u>	
356 Accrued Income Tax - Federal	292,430	23,800 (A)	316,030	(8)
357 Accrued Income Tax - State	19,446		19,446	(8)
358 Current Deferred Taxes	(6,266)		(6,266)	(8)
366 Accrued Franchise Tax	(12,481)		(12,481)	(8)
Total Taxes Payable	<u>294,119</u>	<u>23,800</u>	<u>317,719</u>	
366 Accrued Property Taxes	222,217		222,217	(10)
368 Accrued Salaries	29,944		29,944	(10)
370 Accrued Other Expenses	106,768		106,768	(10)
371 Accrued Incentive Bonus	468,763		468,763	(10)
373 Accrued JPM Fees	2,831	(2,831) (A)	0	
390 Current Deferred Income	<u>1,458,820</u>	<u>(2,831)</u>	<u>1,455,989</u>	(10)
Total Other Current Liabilities	<u>2,278,164</u>		<u>2,276,323</u>	
Total Current Liabilities	<u>3,663,672</u>	<u>20,769</u>	<u>3,684,441</u>	
407 Deferred Income Tax	<u>15,059,122</u>		<u>15,059,122</u>	(11)
Total Non-Current Liabilities	<u>15,069,122</u>		<u>15,059,122</u>	
467 Paid in Capital	7,098,980	(3,549,400) (B)	3,549,400	(12)
468 Home Office - W.R. Grace	736,932	1,222,166 (A)	1,959,098	(13)
469 Grace Account 1160	(565,147)		(565,147)	(13)
467 Retained Earnings	<u>36,771,185</u>	<u>12,816 (A)</u>	<u>36,784,000</u>	(13)
Net Income	<u>6,023,760</u>	<u>44,260 (A)</u>	<u>6,068,000</u>	(14)
Total Capital	<u>61,087,720</u>	<u>(2,270,260)</u>	<u>58,817,460</u>	
TOTAL LIABILITIES & CAPITAL	<u>\$69,790,614</u>	<u>(2,249,490)</u>	<u>\$67,541,024</u>	

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<u>ASSETS</u>		
Cash and Cash Equivalents	Sum of (1)'s	(\$358,005)
Notes & Accts. Rec. - Trade	Sum of (2)'s	3,292,698
Notes & Accts. Rec. - Other	Sum of (3)'s	109,377
Other Current Assets	Sum of (4)'s	<u>761,740</u>
Total Current Assets		3,795,718
Properties & Equipment	Sum of (5)'s	94,734,845
Less - Accumulated Depr. & Depl.	Sum of (6)'s	<u>(20,989,839)</u>
Net Properties & Equip.		63,745,308
Total Assets		<u>\$67,541,024</u>
<u>LIABILITIES</u>		
Accounts & Accept. Payable	Sum of (7)'s	\$1,091,390
U.S. & Foreign Taxes on Income	Sum of (8)'s	323,016
Current Deferred Income Taxes	Sum of (9)'s	<u>(5,298)</u>
Other Current Liabilities	Sum of (10)'s	<u>2,275,323</u>
Total Current Liabilities		3,684,411
Non-Current Def. Taxes on Income	Sum of (11)'s	16,069,122
Paid in Capital	Sum of (12)'s	3,549,000
Retained Earnings-Beginning of Year	Sum of (13)'s	34,784,000
R/E - Inc/(Loss) Current Year	Sum of (14)'s	6,068,000
Retained Earnings-End of Year		
Intra/Inter Corporate	Sum of (15)'s	<u>1,295,481</u>
Total Liab. & Stockholders' Equity		<u>\$67,541,024</u>

Grace Energy Corporation
Support Terminal Services, Inc.
Footnote Explanations

(A) Represents entry to transfer unit interest and receivable balances to separate unit for management reporting.

(B) Represents elimination of investment against paid in capital.

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SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

LITIGATION

Duane Lednum vs. StanTrans, Inc., Americhem, Inc., and Texas City Railway Terminal - 122nd Judicial District Court, Galveston, Texas, Docket No. 91-CV-1174. Plaintiff alleges he was overcome by chemical fumes, fell and sustained multiple injuries.

Bradley Roberts vs. StanTrans, Inc., Americhem, Inc., and Texas City Railway Terminal - 122nd Judicial District Court, Galveston, Texas, Docket No. 91-CV-1091. Plaintiff alleges was overcome by chemical fumes, fell and sustained multiple injuries.

Donald Thompson vs. Support Terminal Services, Inc.¹ - State Court of Fulton County, Georgia, Docket No. 90-VS-17457 H. Plaintiff alleges he sustained crush-type amputation of tips of left ring and small fingers.

Norman Trainer vs. StanTrans, Inc. and John Springer - 10th Judicial District, District Court of Galveston County, Texas, Docket No. 92-CV-0379. Plaintiff alleges he was exposed to chemicals allegedly released into the air.

WORKERS' COMPENSATION CLAIMS

James W. Stevens - Claimant alleged that on 9/3/85 he strained his shoulder(s). A claim for lost wages and medical payments was filed.

Michael Pucciarello - Claimant alleged that on 6/6/87 he fell, at which time he strained his lower back. A claim for lost wages and medical payments was filed.

¹ Support Terminal Services, Inc. has filed a third party complaint against Flash Foods Petroleum Products Corp.

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Willie Wooten - Claimant alleged that on 12/7/90 he was struck by a flying object and sustained a broken/fractured pelvis. A claim for lost wages and medical payments was filed.

Thomas F. Talbott - Claimant alleged that on 1/13/92 he fell, and sustained a bruise/contusion/abrasion of the knee(s). A claim for lost wages and medical payments was filed.

Melvin Dale Bass - Claimant alleged that on 7/3/91 he suffered loss of consciousness; heart attack/cardiac. A claim for lost wages and medical payments was filed and is being contested.

Eldon L. Cameron - Claimant alleged that on 10/10/91 he strained his lower back. A claim for lost wages and medical payments was filed.

William Shifflett - Claimant alleged that on 1/29/92 she sustained a fall resulting in strained knee(s). A claim for lost wages and medical payments was filed.

Reginald D. Clark - Claimant alleged that on 8/22/92 he fell and sustained a strain to the trunk area of his body. A claim for lost wages and medical payments was filed.

Tommy Vance - Claimant alleged that on 8/14/92 he suffered an irritation to his eyes. A claim for lost wages and medical payments was filed.

POTENTIAL CLAIMS

An automobile accident has been reported at the Baltimore, Maryland terminal which occurred on 12/10/92. This potential claim is in the process of being further investigated.

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SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

UNION CONTRACTS

Articles of Agreement between Stantrans, Inc. (Texas City) and
Oil, Chemical and Atomic Workers International Union AFL-CIO
dated June 29, 1990.

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SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

EMPLOYMENT AGREEMENTS

NONE

Schedule 6.07(c)

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

LABOR PRACTICES

The National Labor Relations Board (as Case Number 5RC13766) on August 17, 1992 notified Support Terminal Services, Inc. that there was a petition by the International Chemical Workers Union signed by a sufficient number of employees that a representation election for the Baltimore terminal needed to be held. The election was held on September 16, 1992 and the results of the election were 4 for Union, 13 against and 1 challenged ballot. The election was certified by the NLRB on September 30, 1992.

Under the Union Agreement between StanTrans, Inc. and OCAW at the Texas City, Texas terminal, an arbitration was held on November 11, 1992 on whether StanTrans had wrongfully discharged Mr. Steve A. Branstetter. The Arbitrator's decision is expected to be received 45 to 60 days from November 11, 1992.

Schedule 6.08

Support Terminal Services, Inc.

(ST Services)

Summary of Insurance

Line No.	(1) Insurer	(2) Policy Number	(3) Coverage	(4) Policy Period	(5) Limit of Liability	(6) Deductible
(1)	Industrial Risk Insurers and Various Domestic Insurers	31-3-54040 Various	Fire & Allied Perils (on fixed and personal property) - Fire, lightning, extended coverage, vandalism, - Malicious mischief and sprinkler leakage - All risk, including difference-in-conditions - Earthquake and Flood	12/31/81-12/31/92	Blanket \$50,000,000	\$25,000 (a)
(2)	Industrial Risk Insurers	31-3-48079	Boiler & Machinery - Comprehensive - Mechanical and Electrical Equipment - Physical Damage	12/31/81-12/31/92	50,000,000	25,000 (a)
(3)	Transamerica Insurance Company	2781891	Automobile Liability Deductible Buy-Back	08/30/92-08/30/93	2,500,000	600,000 (b)
(4)	CNA COP001804364 (USA) COP001804498 (CAN)		Automobile Liability - Bodily Injury - Property Damage	08/30/92-08/30/93	7,500,000	2,500,000 (b)
(5)	CNA COP001804364 (USA) COP001804498 (CAN)		General Liability - Bodily Injury and Property Damage	08/30/92-08/30/93	7,500,000	2,500,000 (b)
(6)	Transportation Insurance Company CNA Natl Fire Ins. Co. of Hartford Transportation Insurance Company	WC10-7417623 WC00-7417624 WC10-7418248 WC00-7417928	Workers' Compensation - Employer's Liability	08/30/92-08/30/93	Blanket 1,000,000 / 1,000,000	1,000,000 1,000,000
(7)	Lloyd's and various British Insurers	40-0500-92 40-0571-92 40-0672-92	Marine Terminal Operator's Legal Liability - Comprehensive General Liability - Terminal Operator's Liability	07/31/92-08/30/93 (c)	2,500,000 / 5,000,000	25,000 / 250,000 (c)
(8)	Various Scandinavian Insurers and Mutual Marine Office	Various	Energy & Marine Liability - Operator's Extra Expense - Pollution - Protection & Indemnity - Wharfinger's/Stevedore's/Charterer's Liability	08/30/92-08/30/93	25,000,000 25,000,000 25,000,000	250,000 25,000 25,000 (d)
(9)	United States Aircraft Insurance Group	360AC-198261	Aviation - Hull and Liability (including non-owned aircraft)	01/01/90-01/01/93	200,000,000	-
(10)	National Union Fire Insurance Company X.L. Insurance Co., Ltd. A.C.E. Insurance Co., Ltd.	Various	Excess Liability	08/30/92-08/30/93	17,500,000 75,000,000 200,000,000	-
(11)	National Union Fire Insurance Company American Home Assurance Company Federal Insurance Company (Chubb)	4385-120 0218721 (CAN) 81000034-A	Blanket Crime (all employees) - Fidelity - Money & Securities	12/31/81-12/31/92	25,000,000	500,000 USA (e) 25,000 CAN
(12)	CODA A.C.E. X.L. G.L.	Various	Directors and Officers Liability	11/04/92-11/04/93	110,000,000	25,000,000 (f)
(13)	National Union Fire Insurance Company Federal Insurance Company (Chubb)	4228-403 81212642-A	Eligibility Liability	11/04/92-11/04/93	50,000,000	150,000

NOTE:

- (a) Grace's Corporate property (fire and allied lines) and boiler and machinery deductibles are \$2,000,000.
 (b) Limit of liability includes deductibles and/or "self-insured" retentions.
 (c) Products and Completed Operations claims are underwritten on a "claims-made" basis, subject to an automatic five-year discovery provision.
 (d) Limit of liability includes "self-insured" retention.
 (e) Subject to policy terms and conditions, program responds to losses not covered by Marine Terminal Operator's Liability policy.
 (f) Total limit is \$25 million.
 (g) Deductibles indicated are Corporate deductibles only.
 (h) Deductible indicated in Summary of Insurance is the Corporate reimbursement deductible only. Non-transmittable claims are subject to deductible of \$5,000 per Director & Officer and a claim aggregate of \$50,000.

10/1/98
08/13/98

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SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

CONTRACTS

A. Customer Contracts of \$100,000 or more

1. Agreement No. 35-88-04-192 effective 5/1/88 between STS and Bell Fuels, Inc.

Silent on assignment by STS.
2. Agreement No. 35-92-03-279 effective 3/1/92 between STS and MG Refining and Marketing, Inc.

Silent on assignment by STS.
3. Storage and Product Handling Agreement No. 35-92-07-288 effective 9/1/92 between STS and MG Refining and Marketing, Inc.

Silent on assignment by STS.
4. Agreement No. 35-90-05-228 effective 4/1/90 between STS and Martin Oil Marketing, Ltd.

Silent on assignment by STS.
5. Agreement No. 35-88-04-194 effective 8/1/88 between STS and Martin Oil Marketing, Ltd.

Silent on assignment by STS.
6. Agreement No. 35-92-01-274 effective 1/1/92 between STS and Martin Oil Marketing, Ltd.

Silent on assignment by STS.
7. Agreement No. 85-05-IND-111 effective 5/1/85 between STS and Martin Oil Marketing, Ltd.; as amended by Addendum I dated 1/9/88; Terminal Contract Amendment effective 6/23/89; and by letters dated 11/3/89 and 8/27/90 [both letters unsigned by Martin Oil].

¶17. Neither party may assign Agreement without prior written consent of the other party.

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8. Storage and Product Handling Agreement No. 29-92-10-299 effective 10/1/92 between STS and Unocal Corp.

Silent on assignment by STS.
9. Agreement No. 31-87-07-178 effective 7/1/87 between STS and Unocal Corp.; as amended by Addendum I dated 4/7/88 and Terminal Contract Amendment dated 6/4/89.

Silent on assignment by STS.

(A) Additive Tank Agreement effective 3/1/87 between STS and Unocal Corp.

Silent on assignment by STS.
10. Storage and Product Handling Agreement No. 35-92-08-290 effective 8/1/92 between STS and Bell Fuels, Inc.

Silent on assignment by STS.
11. Agreement No. 39-92-03-278 between STS and Solvay Minerals, Inc. (formerly Solvay America, Inc., successor to Tenneco Minerals Co.).

¶10. Neither party may assign Agreement without prior written consent of the nonassigning party.
12. Agreement No. 22-92-06-282 effective 6/1/92 between STS and PetroPlus, Inc.

Silent on assignment by STS.
13. Agreement No. 34-85-06-114 (#85-06-CHI-114) effective 5/15/85 between STS and Ashland Petroleum Company; as amended by Addendum I dated 12/11/87.

¶17. Neither party may assign Agreement without prior written consent of the other party.
14. Agreement No. 85-06-CHI-115 (#34-85-06-115) effective 6/1/85 between STS and Ashland Petroleum Company; as amended by Amendment #1 effective 3/1/86; Addendum #I dated 12/11/87; Amendment #2 effective 8/1/88; and Terminal Contract Amendment dated 6/14/89.

Not cancelable by the Corporation upon notice of one year or less.

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¶17. Neither party may assign Agreement without prior written consent of the other party.

15. Agreement No. 86-11-CHI-162 (#34-86-11-162) effective 11/1/86 STS and Ashland Petroleum Company.

¶17. Neither party may assign Agreement without prior written consent of the other party.

16. Agreement No. 85-103-COL-108 dated March 22, 1985 between STS and Burris Chemical, Inc.; as amended by letters dated October 3, 1986 and October 31, 1988; and Addendum I dated 12/23/87.

Silent on assignment by STS.

17. Service Agreement #636 dated October 1, 1989 between StanTrans, Inc. (successor to Unitank Terminal Service) and Atochem U.S.A., Inc.; with appended Schedule A-1 dated April 8, 1992 and Schedule C (Schedule C undated and unsigned).

¶19. Neither party may assign Agreement without prior written consent of the other, except that either party may assign agreement in its entirety to a corporation which shall, in good faith, succeed to its entire business by merger, consolidation, or transfer of substantially all its assets for a valid business purpose other than avoidance of such party's obligations hereunder which shall expressly assume the obligations and liabilities of such party under this Agreement.

- *18. Terminating Agreement #PC-2360 dated May 15, 1989 between StanTrans, Inc. (successor to Unitank Terminal Service) and Chevron Chemical Company, as amended by Amendment No. 24 dated April 8, 1992 (supersedes Amendments No. 1 through 23).

¶24.1. Agreement may not be assigned by either party without prior written consent of the other, which shall not be unreasonably withheld.

19. Master Service Agreement #13-91-01-164 dated November 8, 1990 between StanTrans, Inc. and Dakota Gasification Company; with appended Schedule A dated 5/16/92. [Signature page not in file.]

¶10. Neither party may assign Agreement without consent of the other party, which will not be unreasonably withheld and upon express assumption by the assignee of the obligations of

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said party hereunder, provided, that any company or other entity succeeding by purchase, merger or consolidation to the properties, substantially as an entity, of either party shall be entitled to the rights and be subject to the obligations of its predecessor under this Agreement without the necessity of obtaining the consent of the other party hereto.

20. Master Service Agreement #13-88-04-129 dated 4/12/88 and executed 5/2/88 between StanTrans, Inc. and W.R. Grace & Company, Organic Chemicals Division; with appended schedules:

- (a) Schedule C dated 8/28/91.
- (b) Schedule G dated 8/7/91.
- (c) Schedule H dated 12/18/89.
- (d) Schedule I dated 12/20/91.
- (e) Schedule J dated 8/19/92.

Silent on assignment by StanTrans, Inc.

21. Master Service Agreement #13-90-02-151 dated 2/1/90 between StanTrans, Inc. and Tolson USA, Inc.; with appended Schedule A dated 5/6/92.

¶12. Neither party may assign Agreement without prior written consent of the other party.

22. Agreement #21-90-05-229 between STS and ARCO Products Company at Imperial, CA terminal dated June 15, 1990;

- (a) Addendum to Agreement dated 10/11/92; Imperial Terminal Blending;
- (b) Imperial Terminal Branded Additive Agreement, effective 1/1/92. [Unsigned by Arco.]

Silent on assignment by STS.

23. Storage and Product Handling Agreement #21-92-10-303 between STS and Arco Products Company dated 10/1/92;

Silent on assignment by STS.

- *24. Service Contract #81-08-BA-101A between STS and Holtrachem, Inc. tendered as of 7/2/84; as amended by Addendum I dated 11/30/87; Addendum II dated 3/30/88 and Addendum III dated 7/3/91.

Silent on assignment by STS.

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25. Storage and Product Handling Agreement #34-92-07-287 effective 7/1/92 between STS and Marathon Oil Company.

Silent on assignment by STS.
26. Service Contract #84-10-BAL 117 tendered as of 9/4/84 between STS and ICI Americas, Inc. (formerly C-I-L Chemicals); as amended by Addendum #1 dated 8/5/87 and Addendum II dated 11/30/87; Consent to Assignment dated 7/5/89.

Silent on assignment by STS.
27. Master Service Agreement #41-91-12-142778 entered into as of 2/16/92 between STS and Gulf Lubricants U.S.A.; as amended by Amendment I dated 4/13/92 and Amendment II dated 7/23/92.

Silent on assignment by STS.
28. Service Agreement No. 24-90-09-235 effective 9/1/90 between Support Terminal Services, Inc. ("STS") and CF Industries; amended by letter effective 6/12/91 and by Amendment I to Agreement effective 9/1/91.

§12(b). Agreement may not be assigned by either party without prior written consent of other party, which shall not be unreasonably withheld, except that if the facilities are sold by STS, then sale will be subject to the purchaser performing under the terms of this Agreement, and STS may assign Agreement to Purchaser, provided STS guarantees performance of this Agreement by the assignee, and except that STS may assign to a corporation with or into which it may be merged or consolidated.
29. Master Service Agreement #13-92-09-175 between StanTrans, Inc. and Omega Petrochemical tendered as of 11/17/92 [unsigned by Omega]; with appended Schedule A dated 12/4/92.

§11. StanTrans, Inc. may not sell or transfer the tanks or transfer or assign agreement without prior written consent.
30. Master Service Agreement #13-92-09-176 tendered as of 11/17/92 between StanTrans, Inc. and Texport Oil Company dated 12/9/92; with appended Schedule A dated 11/17/92

Silent on assignment by StanTrans, Inc.
31. Master Service Agreement #13-92-12-178 tendered as of 12/4/92 between StanTrans, Inc. and Global Petroleum (unsigned by

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Global]; with appended Schedule A dated 12/4/92.

§11. StanTrans, Inc. may not sell or transfer the tanks or transfer or assign agreement without prior written consent.

32. Agreement No. 29-91-01-242 effective 1/1/91 between STS and Texaco Refining and Marketing, Inc. ("Texaco").

Silent on assignment by STS.

33. Stockton Terminal Community Additive Agreement effective 1/1/92 between STS and Texaco.

Silent on assignment by STS.

34. Stockton Terminal Agreement for Customer Provided Additive and Equipment effective 1/1/92 between STS and Texaco.

Silent on assignment by STS.

35. Agreement No. 35-91-12-269 effective 12/1/91 between STS and Amoco Oil Co.

Silent on assignment by STS.

- *36. Agreement No. 39-91-11-264 effective 11/1/91 between STS and Phillips 66 Company.

Silent on assignment by STS.

37. Agreement No. 39-90-10-233 effective 10/1/90 between STS and Phillips 66 Company.

Silent on assignment by STS.

B. Customer Contracts of \$250,000 or more

- *38. Service Contract BAL 84/02 116 (#41-84-02-116) dated February 1, 1984, between STS and Baltimore and Ohio Railroad Company ("CSX"); as amended by Addendum I dated 10/4/84 and Addendum II dated February 5, 1988.

Silent on assignment by STS.

39. A. Agreement between Support Terminal Services (formerly Standard Transmission) and Tosco Refining Company (successor of Lion Oil Company, the successor of Phillips Petroleum Company) dated 11/12/74; as assigned to Lion

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Oil Company on 4/1/76, and as amended by:

- (i) Letter dated 2/19/79;
- (ii) Amendment effective as of 1/1/82;
- (iii) Addendum II dated 11/1/89;
- (iv) Amendment to Stockton Terminal Agreement effective 1/1/89;
- (v) Terminal Contract Amendment effective 11/1/89;
- (vi) Addendum to Agreement dated 9/25/92;

¶18. Neither party may assign Agreement without prior written consent of the other party.

B. Additive Agreement effective 7/1/87 between STS and Tosco Corporation.

Silent on assignment by STS.

- *40. Master Service Agreement No. 13-88-08-131 dated August 1, 1988 between StanTrans, Inc. and Amoco Oil Company; as amended by Addendum I effective 2/4/92 and with appended Schedule G dated 9/2/92.

Silent on assignment by StanTrans, Inc.

- *41. Master Service Agreement No. 41-90-07-139 dated May 29, 1990 between STS and Amoco Oil Company.

¶11. No assignment by either party without prior written consent of the other party, which shall not be unreasonably withheld.

- *42. Storage and Product Handling Agreement dated as of July 1, 1990 between STS and CF Industries, Inc.

¶4.5. Neither party may assign without prior written consent of the other party, which shall not be unreasonably withheld.

- *43. Service Agreement #41-92-07-143 dated as of July 1, 1992 between ADM Corn Processing, a division of Archer-Daniels-Midland Company and STS.

Silent on assignment by STS.

- *44. Service Agreement (#41-86-11-119) #86-11-BAL-119 dated July 24, 1986, revised September 21, 1986 between STS and Alcan Rubber and Chemical, Inc. ("Alcan"); as amended by

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Addendum I dated November 23, 1987 and Addendum I dated July 8, 1988, effective November 1, 1988.

Silent on assignment by STS.

45. Master Service Agreement #13-90-05-156 dated September 7, 1990 between StanTrans, Inc. and Amoco Chemical Company with appended schedules:

- (a) Schedule A dated 6/29/92;
- * (b) Schedule D dated 4/1/92;
- (c) Schedule E dated 3/30/92; and,
- (d) Schedule F dated 9/18/92.

Silent on assignment by StanTrans, Inc.

46. Master Service Contract #82-07-TC263 tendered as of July 1, 1982 between StanTrans, Inc. and BASF Corporation (formerly Badische Corporation) ("BASF").

- * (a) Schedule A dated 9/22/92;
- * (b) Schedule E dated 11/11/91;
- (c) Schedule F dated 5/3/89;
- * (d) Schedule G dated 1/21/92;
- * (e) Schedule H dated 7/6/92;
- * (f) Schedule I dated 12/19/91;
- (g) Schedule J dated 3/10/92;
- * (h) Schedule K dated 11/11/91;
- (i) Schedule M dated 5/13/92;
- * (j) Schedule N dated 3/10/92;
- (k) Schedule S dated 11/11/91; Terminates 12/31/92
- * (l) Schedule T dated 9/22/92;
- * (m) Schedule U dated 7/22/92;
- (n) Schedule V dated 1/21/92;
- (o) Schedule W-dated 1/21/92;
- * (p) Schedule Z dated 1/21/92;
- * (q) Schedule AA dated 11/11/91;
- * (r) Schedule DD dated 9/22/92;
- * (s) Schedule EE dated 1/21/92;
- * (t) Schedule HH dated 1/29/92;
- * (u) Schedule II dated 1/21/92;
- (v) Schedule LL dated 6/8/89; Amendment by letter dated 3/22/89;
- (w) Schedule MM dated 7/22/92;
- (x) Schedule QQ dated 5/13/92;
- (y) Schedule SS dated 12/14/92
- * (z) Schedule TT dated 3/10/92;
- (aa) Schedule UU dated 3/10/92;
- (bb) Schedule VV dated 3/10/92;

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- *(cc) Schedule WW dated 5/13/92;
- *(dd) Schedule YY dated 5/13/92;
- (ee) Schedule ZZ dated 5/13/92;
- (ff) Schedule AAA dated 7/6/92;
- (gg) Schedule BBB dated 8/3/92.

Silent on assignment by StanTrans, Inc.

- *47. Agreement #13-89-04-140 dated May 5, 1989 between StanTrans, Inc. and E. I. Du Pont De Nemours and Company; as amended by Amendment I dated 3/5/91 (unsigned by DuPont) and Amendment II dated 9/29/92.

Silent on assignment by StanTrans, Inc.

- *48. Service Agreement #85-10-BAL-132 dated January 29, 1986 between STS and Elf Asphalt, a subsidiary of Elf Acquitane Asphalt Inc. (formerly Riffe Petroleum Company, a subsidiary of Charter Oil Company) ("Elf"); as amended by Addendum I dated 12/10/87; Addendum II dated 1/30/88, effective 1/1/88; and Addendum III dated 3/15/90. Amendment by letter dated 4/14/87.

[11. Neither party may assign Agreement without prior written consent of the other party, which shall not be unreasonably withheld.

- 49. Service Agreement #83-09-TC274 tendered as of 8/2/83 and executed 8/8/83 between StanTrans, Inc. and Ethyl Corporation; as amended by Addendum I dated 12/1/87 and letter dated August 20, 1986.

Silent on assignment by StanTrans, Inc.

- *50. A. Agreement #74-01-STO-001 dated 11/12/74 between Standard Transmission, a division of Cleary Petroleum Corporation and Exxon Company, U.S.A. ("Exxon"); [unsigned by Standard].
 - (a) Assignment dated 11/12/74 from Standard Transmission to Stockton Terminals, Ltd.
 - (b) Amended by letter dated 2/19/79.
 - (c) Amendment Number 1 effective 1/1/82.
 - (d) Federal Contract Supplement for Exxon Chemical Americas, dated 3/25/82.
 - (e) Amendment Number II effective 9/1/85.
 - (f) Addendum III to Agreement dated 4/15/88.
 - (g) Terminal Contract Amendment dated 5/24/89 (unsigned by Exxon).

SCHEDULE 6.09
Page 10

- (h) Amendment by letter dated 4/6/90.
- (i) Amendment by letter dated 5/4/90 [supersedes 4/6/90 letter].
- (j) Amendment IV effective 6/15/90.

¶18. Neither party may assign Agreement without prior written consent of the other party.

B. Stockton Terminal Community Additive Agreement effective 1/1/92.

C. Stockton Terminal Branded Additive Agreement effective 1/1/92.

Silent on assignment by STS.

51. Master Service Agreement #13-88-02-127 dated 2/1/88 between StanTrans, Inc. and ISP Technologies, Inc. (formerly GAF Chemicals Corporation); as amended by Amendment No. 1 dated 10/1/91; with appended schedules:

- *(a) Schedule B dated 6/11/92.
- (b) Schedule H dated 10/25/91.
- (c) Schedule I dated 1/2/90.
- (d) Schedule J dated 11/6/92.

Silent on assignment by StanTrans, Inc.

52. Master Service Agreement #13/41-92-01-172 dated June 11, 1992 between STS/StanTrans, Inc. and Marubeni America Corporation, ("Marubeni Agreement"), with appended schedules:

- *(a) Schedule A-1 dated 6/11/92;
- *(b) Schedule A-2 dated 6/11/92;
- (c) Agreement among Marubeni, STS and Elf Atochem S.A. ("Elf") providing that in the event Elf's contract with Marubeni terminates prior to termination of Marubeni Agreement, Marubeni Agreement shall be assigned to Elf.

¶19. Neither party may assign Agreement without prior written consent of the other, except that either party may assign Agreement in its entirety to a corporation which shall, in good faith, succeed to its entire business by a merger, consolidation, or transfer of substantially all its assets for a valid business purpose other than avoidance of such party's obligations hereunder and which shall expressly assume the obligations and liabilities of such party under this

SCHEDULE 6.09

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Agreement by an instrument in writing delivered to the other party hereto.

53. Terminal Agreement No. 86-06-TC120 between StanTrans, Inc. and Miles, Inc. (formerly Mobay Corporation), Revised April 1988; as amended by Addendum Number I dated 8/1/89 and Addendum Number II dated 4/20/90 (supersedes Addendum Number I).

¶XX. Agreement may not be assigned by either party without written consent of the other, which shall not be unreasonably withheld.

54. Master Terminal Agreement No. 13-90-03-155 between StanTrans, Inc. and Miles, Inc. (formerly Mobay Corporation) dated 7/17/90; with appended schedules:

- (a) Schedule C dated 4/30/92;
- (b) Schedule D dated 1/7/92;
- (c) Schedule G dated 1/28/92.

¶XX. Agreement may not be assigned by either party without the written consent of the other which, shall not be unreasonably withheld.

55. Master Terminal Agreement #13-87-01-124 between StanTrans, Inc. and Miles, Inc. (formerly Mobay Corporation) effective 3/22/88; Exhibit A dated 4/23/91. [11/18/92]

¶XX. Agreement may not be assigned by either party without the written consent of the other, which shall not be unreasonably withheld.

56. Master Service Agreement #82-10-TC271 between StanTrans, Inc. and Mitsubishi International Corporation ("Mitsubishi") tendered as of 4/15/83; as amended by letter dated 2/10/87 [unsigned by Mitsubishi], Amendment II to Master Service Agreement dated 4/30/91, and Amendment III to Master Service Agreement dated 7/8/92.

Silent on assignment by StanTrans, Inc.

57. Service Contract #13-91-06-171 dated 7/8/91 between StanTrans, Inc. and Mitsubishi.

Silent on assignment by StanTrans, Inc.

SCHEDULE 6.09
Page 12

58. Master Service Agreement #13-90-02-153 tendered as of 2/26/90 (executed 3/6/90) between StanTrans, Inc. and Murex, Inc. (formerly IndeChem Marketing Company, Inc.); with appended schedules:

- *(a) Schedule A dated 3/16/92;
- (b) Schedule D dated 5/4/92;
- (c) Schedule E dated 5/4/92.

Silent on assignment by StanTrans, Inc.

59. Master Service Agreement #13-89-07-144 tendered as of 6/20/89 between StanTrans, Inc. and Nalco Chemical Company; as amended by letter dated 3/12/90, with appended schedules:

- (a) Schedule A dated 5/23/91;
- (b) Schedule D dated 5/18/92;
- (c) Schedule E dated 10/23/91;
- (d) Schedule F dated 6/11/92.

Silent on assignment by StanTrans, Inc.

60. Master Service Agreement #13-90-10-165 tendered as of 10/19/90 between StanTrans, Inc. and Phibro Energy Inc. with appended schedules:

- (a) Schedule A dated 10/12/92;
- (b) Schedule B dated 6/4/92;
- (c) Schedule D dated 12/16/92;
- (d) Schedule E dated 12/16/92.

Silent on assignment by StanTrans, Inc.

61. Terminal Agreement #13-83-09-275 effective 8/10/83, dated 8/30/83, between StanTrans, Inc. and Shell Oil Company, with appended exhibits:

- *(a) Exhibit A-9 dated 6/23/92;
- (b) Exhibit A-8 dated 2/14/92;
- *(c) Exhibit A-5 dated 6/22/92;
- *(d) Exhibit A-2 dated 6/22/92;
- (e) Exhibit A-14 dated 11/16/92;
- (f) Exhibit A-15 dated 12/4/92;
- (g) Exhibit A-16 dated 12/4/92.

¶XXII. Neither party may assign without written consent of the other party.

SCHEDULE 6.09

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62. Agreement #85-08-IMP-119 effective 1/1/86 between STS and Ultramar, Inc. (formerly Champlin Petroleum Company); as amended by Addendum to Agreement 85-08-IMP-119 dated October 28, 1992; Addendum I to Contract dated 12/21/87; Amendment effective 3/1/86; Terminal Contract Amendment dated 5/24/89 (unsigned by Ultramar).

¶17. Neither party may assign Agreement without prior written consent of the other party.

- (a) Imperial Terminal Community Additive Agreement effective 1/1/92 between STS and Ultramar, Inc.

Silent on assignment by STS.

- (b) Agreement for RVP Testing effective 6/27/91 between STS and Ultramar, Inc.

Silent on assignment by STS.

63. Agreement #85-08-STO-120 effective 9/1/85 between STS and Ultramar, Inc. (formerly Champlin Petroleum Company); as amended by Amendment effective 2/1/86; Addendum II effective 4/15/88; Terminal Contract Amendment dated 5/24/89 (unsigned by Ultramar); and Addendum dated 10/28/92.

¶17. Neither party may assign Agreement without prior written consent of the other party.

- (a) Stockton Terminal Community Additive Agreement effective 1/1/92 between STS and Ultramar, Inc.

Silent on assignment by STS.

64. Service Contract #84-11-BAL-121 between STS and GAF Building Materials Corporation (formerly, GAF Corporation) dated 2/16/85 (executed 1/20/86); as amended by Addendum to Agreement dated 3/11/86 and Addendum I dated 1/27/89; Consent to Assignment dated 3/14/89.

Silent on assignment by STS.

65. Master Service Agreement #41-90-03-138 entered into as of 6/10/91 between STS and Texaco Chemical Company; as amended by Addendum I dated 7/24/92.

Silent on assignment by STS.

SCHEDULE 6.09

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66. Master Service Agreement #41-88-08-132 tendered as of 8/1/88 between STS and Standard Chlorine of Delaware, Inc. as amended by Addendum I dated 10/19/89 and with appended schedules:

- (a) Schedule C dated 5/9/88;
- (b) Schedule E dated 9/1/88;
- (c) Schedule F dated 12/12/88;
- (d) Schedule G dated 10/23/89;
- (e) Schedule I dated 10/23/91;

Silent on assignment by STS.

67. Service Agreement #41-91-08-141 tendered as of 9/13/91 between STS and Phillips 66 Company.

Silent on assignment by STS.

68. Master Service Agreement #13-90-05-157 tendered as of 5/17/90 between StanTrans and Sun Refining and Marketing Company with appended schedules:

- (a) Schedule A dated 3/4/92;
- (b) Schedule B dated 11/19/92;
- (c) Schedule C dated 3/18/92;
- (d) Schedule E dated 9/10/92
- (e) Schedule F dated 3/18/92.

Silent on assignment by STS.

Federal Contracts and Uniform Tenders

The assignment of federal contracts is governed by Federal Acquisition Regulation Subpart 42.120.

69. Award/Contract issued to ST Services by Defense Fuel Supply Center, Alexandria, Virginia, Contract No. DLA600-91-C-5134; Requisition/Purchase Request/Project No. SC0600-91-0083/Drumright, OK dated 3/21/91 for the period 4/1/91 through 3/31/95 under Solicitation DLA600-91-R-0011 and Amendments 0001 and 0002; as modified by:

- (a) Modification of Contract No. P00008 executed 9/28/92;
- (b) Modification of Contract No. P00007 executed 4/15/92;
- (c) Modification of Contract No. P00006 executed 2/20/92;
- (d) Modification of Contract No. P00005 executed 1/16/92;
- (e) Modification of Contract No. P00004 executed 11/22/91;
- (f) Modification of Contract No. P00005 executed 11/5/91;
- (g) Modification of Contract No. P00002 executed 10/23/91;

SCHEDULE 6.09

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70. Award/Contract issued to ST Services by Defense Fuel Supply Center, Contract No. DLA600-90-C-5071; Requisition/Purchase Request/Project No. SC0600-90-0064 Moundville, Alabama, dated 11/21/90 for the period 12/1/90 through 11/30/94 under Solicitation DLA600-90-R-0076 and Amendments 0001 and 0002.
- (a) Modification of Contract No. P00001 executed 3/22/91;
 - (b) Modification of Contract No. P00002 executed 4/19/91;
 - (c) Modification of Contract No. P00003 executed 5/8/91;
 - (d) Modification of Contract No. P00005 executed 6/19/91;
 - (e) Modification of Contract No. P00006 executed 9/11/91;
 - (f) Modification of Contract No. P00007 executed 10/28/91;
 - (g) Modification of Contract No. P00008 executed 2/13/92;
 - (h) Modification of Contract No. P00009 executed 3/23/92;
 - (i) Modification of Contract No. P000010 executed 7/9/92;
 - (j) Modification of Contract No. P000011 executed 10/7/92;
 - (k) Modification of Contract No. P000012 executed 10/27/92;
71. Award/Contract issued to STS by Defense Fuel Supply Center, Alexandria, Virginia; Contract DLA600-91-C-5120; Requisition/Purchase Request/Project No. SC0600-90-0075 & Amd. 1/San Antonio in response to RFP DLA600-90-R-0135 dated 1/30/91; Solicitation No. DLA 600-90-R-0135 dated 8/2/90 for period 1/1/91 to 12/31/92 with three 1 year renewal options.
- (a) Amendment of Solicitation #001 dated 12/17/90.
 - (b) Amendment of Solicitation #002 dated 12/14/90.
 - (c) Amendment of Solicitation #003 dated 11/14/90.
 - (d) Modification of Contract No. P00001 dated 4/10/91.
 - (e) Modification of Contract No. P00002 dated 6/20/91.
 - (f) Modification of Contract No. P00003 dated 8/5/91.
 - (g) Modification of Contract No. P00004 dated 10/29/91.
 - (h) Modification of Contract No. P00005 dated 12/31/91.
 - (i) Modification of Contract No. P00006 dated 12/31/91.
 - (j) Modification of Contract No. P00007 dated 1/30/92.
 - (k) Modification of Contract No. P00008 dated 4/16/92.
 - (l) Modification of Contract No. P00009 dated 8/6/92.
 - (m) Modification of Contract No. P000010 dated 10/22/92.
72. Award/Contract issued to ST Services by Defense Fuel Supply Center; Contract DLA600-90-C-5034; Requisition/ Purchase No. SC0600-89-0096 Basic Doraville/Bremen, Georgia; Solicitation No. DLA 600-89-R-0166 dated 2/21/90; for the period 4/1/90 through 3/31/94.
- (a) Modification of Contract No. P00001 executed 6/20/90.
 - (b) Modification of Contract No. P00002 dated 7/16/90.
 - (c) Modification of Contract No. P00003 dated 6/25/90.

SCHEDULE 6.09

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- (d) Modification of Contract No. P00004 dated 8/31/90.
 - (e) Modification of Contract No. P00005 dated 9/19/90.
 - (f) Modification of Contract No. P00006 dated 12/12/90.
 - (g) Modification of Contract No. P00007 dated 3/4/91.
 - (h) Modification of Contract No. P00008 dated 5/15/91.
 - (i) Modification of Contract No. P00009 dated 5/23/91.
 - (j) Modification of Contract No. P000010 dated 7/22/91.
 - (k) Modification of Contract No. P000011 dated 10/15/91.
 - (l) Modification of Contract No. P000012 dated 10/23/91.
 - (m) Modification of Contract No. P000013 dated 2/14/92.
 - (n) Modification of Contract No. P000014 dated 4/17/92.
73. Award/Contract issued to ST Services by Defense Fuel Supply Center, Alexandria, Virginia; Contract DLA600-92-C-5203; Requisition/ Purchase No. SC0600-91-0033/Doraville/Bremen, GA; Solicitation No. DLA 600-91-R-0180 dated 12/3/91 for period from 12/15/91 to 12/14/95;
- (a) Modification of Contract No. P00001 dated 1/16/92.
 - (b) Modification of Contract No. P00002 dated 9/2/92.
 - (c) Modification of Contract No. P00003 dated 10/26/92.
74. Uniform Tender of Rates and/or Charges for Transportation Services, issued by Standard TransPipe Corp., Joint Rate Sheet No. 1, Supplement No. 23 issued 11/1/91, effective 1/9/92 through 1/9/94 for Jet Fuel at Homestead AFB, Dade, Florida.
75. Uniform Tender of Rates and/or Charges for Transportation Services, issued by Standard TransPipe Corp., Tender No. 9, Supplement No. 3 issued on 1/24/92, effective 3/1/92 for Jet Fuel at Glenview NAS, Cook, Illinois. (Grace Transportation Participating Carrier.)
76. Uniform Tender of Rates and/or Charges for Transportation Services, issued by Standard TransPipe Corp., Tender No. 10, Supplement No. 1 issued 5/14/90, effective 6/1/90 and Supplement No. 2 issued 10/26/90, effective 12/1/90 for Jet Fuel at Memphis NAS, Shelby, Tennessee.
77. Uniform Tender of Rates and/or Charges for Transportation Services, issued by Santa Fe Pacific Pipeline Partners, L.P. (SFPP, LP)/Standard TransPipe Corp., Tender No. Section 22 (FERC) Quotation 25, Supplement No. Amendment 1, issued on 7/20/92, effective 9/1/92 for Jet Fuel from El Paso, Texas to Alamogordo, New Mexico and from Alamogordo, New Mexico to Holloman AFB, New Mexico.
78. Uniform Tender of Rates and/or Charges for Transportation Services, issued by Standard TransPipe Corp., Tender No. 8,

SCHEDULE 6.09
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7/20/92, effective 9/1/92 for Jet Fuel from El Paso, Texas to Alamogordo, New Mexico and from Alamogordo, New Mexico to Holloman AFB, New Mexico.

78. Uniform Tender of Rates and/or Charges for Transportation Services, issued by Standard TransPipe Corp., Tender No. 8, Supplement No. 6, issued 3/1/92, effective 4/1/92 for Jet Fuel at Fort Rucker; Dannelly Field, Maxwell Air Force Base and U.S. Property and Fiscal Office - Montgomery, Alabama.
79. Supplement #26 to Tender No. 2, Uniform Tender of Rates and/or Charges for Transportation Services; U.S. Government Tender for the Transport of Jet Fuel; Standard Transpipe (Virginia), Inc. as the issuing carrier; issue date 11/21/90, effective January 1, 1991.

D. Contracts with Suppliers of \$100,000 or More

1. Gas Products Supply Agreement between Tri-Gas, Inc. and StanTrans, Inc. dated 11/18/91, effective 3/1/92.

§18. Agreement may be assigned to any corporation with which either party may merge or consolidate or to which either party may transfer all or a material amount of its assets.

2. Bulk Service Agreement dated 12/1/90 between MG Industries, Inc. and ST Services, Inc.; as amended by Addendum No. 1 dated 12/21/90 and with appended Attachment A - Nitrogen Product and Equipment Rider.

§19. Provides for assignment to any corporation or entity with which either party may merge or consolidate or to which either party may transfer all or a material amount of assets;

3. Nitrogen Pipeline Supply Agreement between Union Carbide Industrial Gases, Inc. and StanTrans, Inc. dated 6/14/89.

§16. No assignment by either party without prior written consent, which shall not be unreasonably withheld.

NOTE: See Exhibit A regarding leased real property.

E. Contracts Outside of the Ordinary Course -- Indemnities

1. Offer of Agreement to Purchase Real Property from Shell Oil Company dated 2/26/90 ("Offer of Agreement") conveying Shell's

SCHEDULE 6.09
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interest in the premises located at South Harbor Drive, Jones Island, Milwaukee, WI between Shell Oil Company and Tanco Terminals, Inc. as amended by Addendum (undated) and Addendum II (undated); as assigned by Assignment of Offer of Agreement dated 8/17/90 between Tanco Terminals, Inc. and STS and Garland Middendorf as tenants-in-common; with consent by Shell Oil dated 8/17/90 and Bill of Sale dated 8/17/90.

Pursuant to Purchase and Sale Agreement dated January 1, 1991 between STS and Garland Middendorf, STS purchased Middendorf's 50% interest in the Offer of Agreement.

§8.4 Agreement shall not be assigned by Purchaser, either voluntarily or by operation of law without Shell's prior consent.

2. Agreement for Sale and Purchase of Assets among StanTrans, Inc. and Unitank Texas, Inc. dated as of December 29, 1989.

§10. Agreement may not be assigned by either party without prior written consent of other party.

3. Joint Venture Agreement between Standard Transmission, a division of Cleary Petroleum Corporation and Navajo Refining Company dated April 27, 1977; as amended by First Amendment to Joint Venture Agreement dated 8/17/77 and Second Amendment to Joint Venture Agreement dated 6/1/92.

§XXI. Agreement may not be assigned by any party without the express written consent of the other.

4. Contract of Sale dated 12/18/86 between Mobil Oil Corporation and STS.

§12. Agreement may be not assigned by STS without prior written consent of Mobil.

5. Agreement dated 8/22/88 between Union Pacific Railroad Company, as successor to Western Pacific Railroad Company and STS.

§9. Agreement may not be assigned without prior written consent.

SCHEDULE 6.10

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

EMPLOYEE BENEFIT PLANS

I. Employee Pension Benefit Plans

W. R. Grace & Co. Retirement Plan for Salaried Employees

Grace Energy Corporation Retirement Plan for Hourly Employees*

Grace Energy Corporation Employees' Savings and Investment Plan

II. Employee Welfare Benefit Plans

W. R. Grace & Co. Group Life, AD&D, Medical and Disability Plan

W. R. Grace & Co. Business Travel Accident Insurance Plan and Felonious Assault Insurance Plan

W. R. Grace & Co. Long Term Disability Income Plan

W. R. Grace & Co. Voluntary Group Accident Insurance Plan

Grace Energy Corporation Occupational Accidental Death Plan

W. R. Grace & Co. Executive Salary Protection Plan

III. Deferred Compensation and Other Non-Qualified Retirement Plans

W. R. Grace & Co. Supplemental Executive Retirement Plan

Non-Qualified excess program for the W. R. Grace & Co. Salaried Savings and Investment Plan

W. R. Grace & Co. Deferral of Basic and Incentive Compensation Program

Grace Energy Corporation Defined Compensation Plan

* Merged into W. R. Grace & Co.-Conn. Retirement Plan for Non-Union Employees of Subsidiary Corporations (which includes Texas City Hourly Union Employees).

SCHEDULE 6.11

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

ENVIRONMENTAL MATTERS

ST Services

SITE REMEDIATION

Environmental Oversight Review July 23, 1992

Section 1.8 Facility Description

1.1 LOCATION Stockton, CA Site No. : 4041	1.2 CURRENT OWNER Support Terminal Services Dallas, Texas	1.3 PREVIOUS OWNER(s) Sante Fe Pacific Pipeline (ST acquired 1974)
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1.4 FACILITY DESCRIPTION

This terminal is located at 2941 Navy Drive, and is situated entirely within the Port of Stockton. The ST facility is but one of five similar petroleum distribution terminals located adjacent to each other. This terminal consists of 18 bulk liquid petroleum storage tanks ranging in size from 1,000 bbl. to 50,000 bbl. Petroleum products are received by pipeline and distributed through tank truck loading facilities. All tanks are contained in concrete and/or earthen dikes, all loading racks are equipped with concrete spill containment.

1.5 FACILITY STATUS

Currently operating bulk liquid storage terminal.

1.7 COMPLIANCE STATUS

With the exception of present groundwater contamination, this terminal is in complete compliance with appl. rules & regulations.

2.1 DISCOVERY DATE

June, 1987

2.2 TYPE OF CONTAMINATION

Groundwater contaminated by hydrocarbons.

2.3 ADJ. LAND USE

Industrial

2.4 SOURCE OF CONTAMINATION

Past practices, resulting from operations of all 5 terminals located within the Port of Stockton area. The contaminant plume is spread throughout the uppermost water bearing zone, and is consistent beneath all facilities, and may extend 1/2 mile down-gradient (easterly).

2.5 NOTICE of VIOLATION

To date there have not been any violations issued regarding this project. ST is undertaking this remediation on a voluntary basis.

2.6 ADMIN. CONSENT ORDER

None
The state RWQCB is providing oversight, deadlines have been issued.

2.7 REMEDIATION METHODS

Presently undefined

Additional site assessment activities are progressing, and when completed we will begin to determine exactly what type of remediation will be the most effective.

2.8 MILESTONES

12/91	Contract negotiations continue
01/92	Contract negotiations continue
06/92	Site Assessment program initiated
10/92	Site assessment scheduled for completion

2.9 PROGRESS-TO-DATE

The members of the Stockton Committee met with the RWQCB to finalize the work plan for the next phase of the site assessment program. Only minor changes were made to well placements and the addition of several soil borings. At this meeting the Committee was informed by RWQCB that SFPP had declined to join with the Stockton Committee, and would perform their own site investigation.

EMCON has begun the installation of new monitoring wells and Cone Penitrometer points (CPT). Sampling of new and existing monitor wells will begin in July.

2.10 LEGAL ACTIONS

None

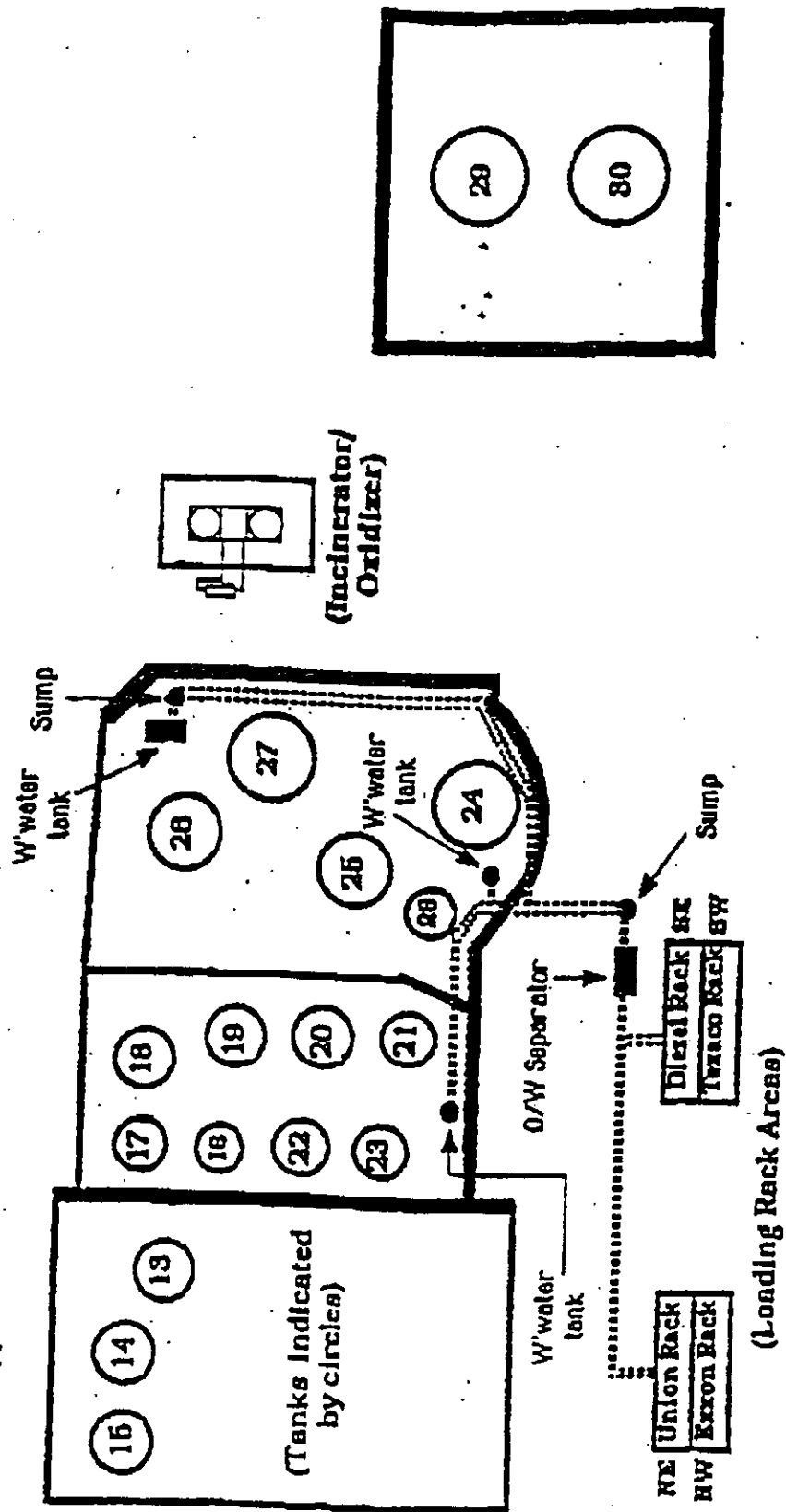
2.11 CONSULTANTS

EMCON Associates
San Jose, CA

Section 3.0 Costs

04/15/91 Cost Estimate	Total Cost J-T-D	Total Cost 1991	Estimated Cost 1992	Estimated Cost 1993 +	1992 Accrual	07/23/92 Projected Total	Estimate Variance
\$752	\$74	\$51	\$100	\$587	\$0	\$738	\$14

ST SERVICES - STOCKTON, CALIFORNIA

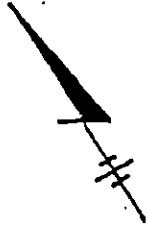


SITE REMEDIATION Environmental Oversight Review July 23, 1992

Section 1.0 Facility Description	1.1 LOCATION Marcy, NY Site No. : 4080		1.2 CURRENT OWNER Bray Terminals, Inc.		1.3 PREVIOUS OWNER(s) ST Services (01/80) Cities Service Co.			
	1.4 FACILITY DESCRIPTION Bray Terminals, Marcy facility consists of 5 bulk liquid petroleum storage tanks. This terminal was purchased from ST Services in 01/82 after ST had operated it from 01/80. The facility is located along State Highway 49. This terminal is also located adjacent to Chevron's terminal bounded on the northeast.							
	1.5 FACILITY STATUS Currently operating bulk liquid storage terminal.		1.7 COMPLIANCE STATUS ST Services is no longer operating this facility, and the extent of liability is limited to 1/2 of all cost associated with the existing contamination.					
Section 2.0 Environmental Status	2.1 DISCOVERY DATE June, 1987		2.2 TYPE OF CONTAMINATION Groundwater contaminated by petroleum hydrocarbons.		2.3 ADJ. LAND USE Industrial			
	2.4 SOURCE OF CONTAMINATION The source of the groundwater contamination is unknown, however it is a distinct possibility that poor past operating practices associated with terminaling activities may have contributed. Also, the existing contamination may be influenced from off-site sources. The contaminant plume is located at the water table directly below the terminal and extends along the southern portion of the property.							
	2.5 NOTICE of VIOLATION NOV form DEC received 12/07.87 State of New York requires site investigation and remediation of groundwater contamination.			2.6 ADMIN. CONSENT ORDER None				
	2.7 REMEDIATION METHODS Pump-and-Treat: Groundwater is pumped to a packed column air stripper, then discharged through an NPDES outfall, all processed air from stripper is treated through carbon canisters.			2.8 MILESTONES 02/89 Phase II site assessment complete 03/89 Remediation Plan approved 06/90 Free product recovery sys. operational 08/91 Groundwater remediation begin				
	2.9 PROGRESS-TO-DATE <i>The facility's groundwater treatment system was completed and placed in operation on 08/14/91. Analysis of the stripping tower effluent indicates no detectable hydrocarbons. Since the 06/9 quarterly sampling event there has been no free phase product detected in recovery well RW-2. Sampling and monitoring schedules have been modified to monthly. Per 11/91 DEC letter O'Brien & Gere will perform additional soil borings to delineate fuel oil contaminations.</i> <i>The State DEC has expressed concerns regarding monitor wells #4, #6, #9, #10, and #12. There appears to be damage to some of these wells, and others have been dry since 12/91.</i>							
Section 3.0 Costs	2.10 LEGAL ACTIONS Attorneys for the firm of Sidley & Austin have been monitoring the discussions with the State of New York.			2.11 CONSULTANTS O'Brien & Gere Engineers, Inc. Syracuse, NY				
	04/15/91 Cost Estimate	Total Cost J-T-D	Total Cost 1991	Estimated Cost 1992	Estimated Cost 1993 +	1992 Actual	01/22/92 Projected Total	Estimate Variance
	\$533	\$266	\$237	\$50	\$280	\$0	\$567	(\$34)

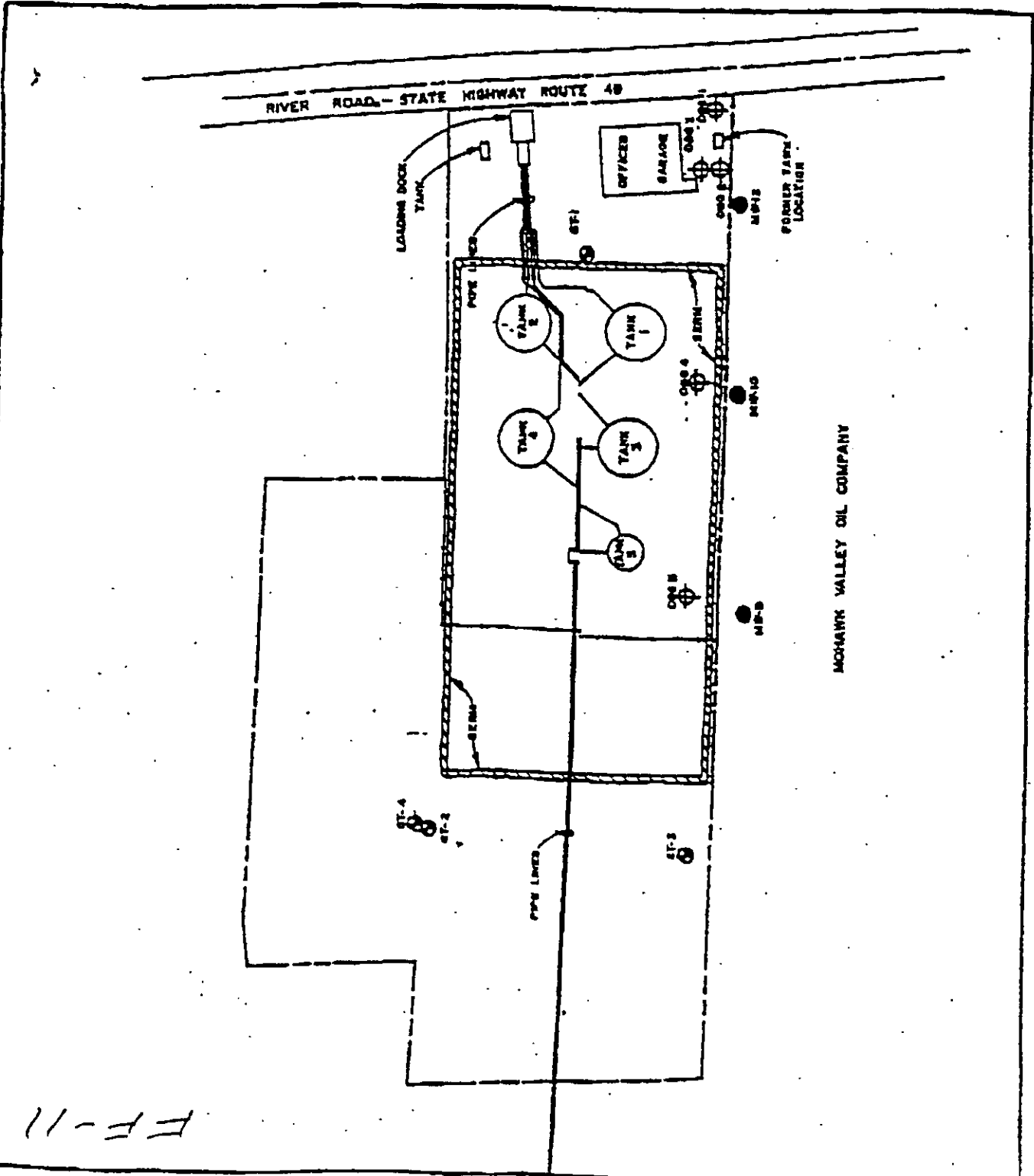
BRAY TERMINALS, INC.
MARCY, NEW YORK

SITE MAP



LEGEND

- EXISTING MOHAWK VALLEY OIL CO. MONITORING WELL
- ⊙ EXISTING BRAY TERMINALS MONITORING WELL
- ⊕ NEWLY INSTALLED BRAY TERMINALS MONITORING WELL



FF-11

6.11

SITE REMEDIATION

Environmental Oversight Review July 23, 1992

Section 1.0 Facility Description	1.1 LOCATION Spectron-Elliot, MD Site No. : 4063		1.2 CURRENT OWNER Paul and Sally Mraz Spectron, Inc.		1.3 PREVIOUS OWNER(s) Solvent Distillers Galaxy Chemicals			
	1.4 FACILITY DESCRIPTION Spectron, Inc. was operated as a waste recycling facility until 08/88 when it entered bank rruptcy. This site is located at 111 Providence Rd., adjacent to several homes in a residential area. Also, there is a stream that bisects the site, which is used by the local residents for fishing. There is evidence that stormwater runoff has spread contamination throughout the site, including groundwater.							
	1.5 FACILITY STATUS Closed waste recycling operation		1.7 COMPLIANCE STATUS This site is presently under the direction of the USEPA, and is listed as a federal Superfund Site.					
Section 2.0 Environmental Status	2.1 DISCOVERY DATE April 12, 1989		2.2 TYPE OF CONTAMINATION Soil/groundwater are contaminated petro. hydrocarbons, and chemicals.		2.3 ADJ. LAND USE Semi-rural			
	2.4 SOURCE OF CONTAMINATION This site has ceased operations, however there are 1300 drums and 62 storage tanks containing various hazardous chemicals. Hazardous wastes from leaking drums and unlined retention ponds have migrated into the soils, groundwater and the nearby stream. In addition to the groundwater showing contamination, the stream known as Elk Creek has detectable levels of industrial solvents.							
	2.5 NOTICE of VIOLATION None		2.6 ADMIN. CONSENT ORDER Emergency Removal Consent Order 08/21/89.					
	2.7 REMEDIATION METHODS Pending EPA issuance of Consent Order Under the "Emergency Removal Action" rules EPA has begun to dispose of the containerized wastes.		2.8 MILESTONES 04/89 EPA Preliminary Site Assessment 10/89 ST signs Removal Action Order 12/89 ST submits Initial "Cash-out" payment 07/90 Proposed PRP Agreement					
	2.9 PROGRESS-TO-DATE <i>ST has paid an initial fee for assessment work performed by the PRP group, and due to the relatively small quantity of materials attributed to ST, it appears that we will be able to "cash-out" of the remediation process. The PRP committee has not finalized the "de-minimus" cash-out agreement. ST's original "cash-out" payment pertained only to the "Emergency Removal Actions", and we anticipate a final "cash-out" from the total remediation phase to be less than \$5,000. To date there has been no communication from the EPA regarding ST's deminimus buy-out.</i>							
Section 3.0 Costs	2.10 LEGAL ACTIONS None		2.11 CONSULTANTS Chemical Waste Management (Removal Actions only)					
	04/15/91 Cost Estimate	Total Cost J-T-D	Total Cost 1991	Estimated Cost 1992	Estimated Cost 1993 +	1992 Accrual	01/22/92 Projected Total	Estimate Variance
	\$3	\$3	\$3	\$5	\$0	\$0	\$8	(\$5)

ST Services

6.11

SITE REMEDIATION

Environmental Oversight Review July 23, 1992

Section 1.0 Facility Description	1.1 LOCATION Baltimore, MD Site No. : 4070		1.2 CURRENT OWNER Support Terminal Services Dallas, Texas		1.3 PREVIOUS OWNER(s) Skyline Terminal, Inc. (ST acquired 04/81)			
	1.4 FACILITY DESCRIPTION Terminal is located at 1800 Frankfort Ave, in an industrial area, adjacent to the "Harbor Tunnel", and is bordered on the east by Chesapeake Bay. This facility consists of 49 bulk liquid storage tanks, ranging in size from 1,000 bbl. to 80,000 bbl., and are utilized to store chemicals, petrochemicals, and food-grade products. These are received and delivered by pipeline, truck, rail, and vessel. All tanks are contained in concrete and/or earthen dikes, and loading racks are equipped with concrete spill containment.							
	1.5 FACILITY STATUS Currently operating bulk liquid storage terminal.		1.7 COMPLIANCE STATUS With the exception of present groundwater contamination, this terminal is in complete compliance with appl. rules & regulations.					
Section 2.0 Environmental Status	2.1 DISCOVERY DATE		2.2 TYPE OF CONTAMINATION Groundwater contaminated by Benzene		2.3 ADJ. LAND USE Industrial			
	2.4 SOURCE OF CONTAMINATION The groundwater contamination is the result of a leak found in the bottom of a Benzene storage storage tank. The contaminant plume is located directly below the old tank foundation, and extends approximately 150 Ft. to the west and northeast of the foundation.							
	2.5 NOTICE OF VIOLATION To date there has not been any violations issued regarding this project. ST is undertaking this remediation on a voluntary basis.			2.6 ADMIN. CONSENT ORDER None				
	2.7 REMEDIATION METHODS Pump-and-Treat: Groundwater from pumping of 4 wells is processed through a coalescing separator, then an air stripper, and finally a carbon adsorption canisters. Processed water is discharged to city sewer system.			2.8 MILESTONES 11/90 Remediation Plan approved 06/91 Equipment installation 08/91 Startup 07/92 Remediation continues				
	2.9 PROGRESS-TO-DATE <i>The pump and treat remediation system continues to be operational. The system constantly operates daily and is interlocked with the operation of the terminal's hot oil heating system. Due to the fact that the contaminated air discharged from the treatment system is disposed of by injection into the makeup air supplied to the hot oil boilers, the treatment system will only operate if the hot oil heaters are functioning. The pump and treat system is recovering approximately 80-90 gallons of groundwater per day and treatment efficiencies are constantly greater than 99%. Seasonal fluctuations in the groundwater level and flow have made it difficult to determine the overall progress of the remediation system.</i>							
Section 3.0 Costs	2.10 LEGAL ACTIONS None			2.11 CONSULTANTS The Sullivan Engineering Group, Inc. Clarksburg, NJ				
	04/15/91 Cost Estimate	Total Cost J-T-D	Total Cost 1991	Estimated Cost 1992	Estimated Cost 1993 +	1992 Accrual	07/23/92 Projected Total	Estimate Variance
	\$366	\$319	\$308	\$30	\$60	\$0	\$398	(\$32)

ST Services

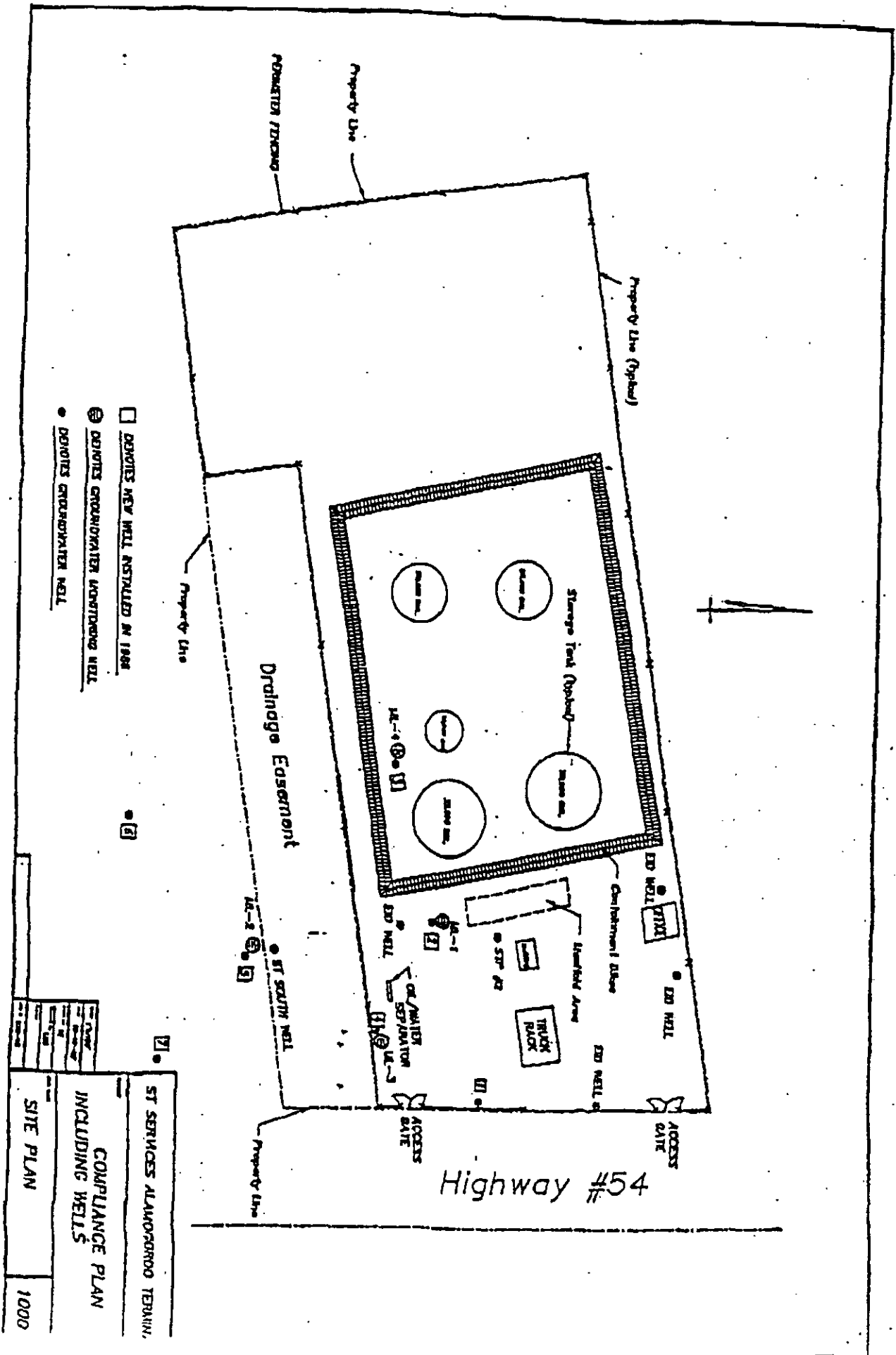
6.11

SITE REMEDIATION

Environmental Oversight Review July 23, 1992

Section 1.0 Facility Description	1.1 LOCATION Alamogordo, NM Site No. : 4002		1.2 CURRENT OWNER Standard Transpipe Dallas, Texas		1.3 PREVIOUS OWNER(s) None			
	1.4 FACILITY DESCRIPTION Terminal is situated 4.5 miles south of Alamogordo NM along Highway #54, and consists of 5 bulk liquid storage tanks. These tanks contain military jet fuel (JP-4) and range in size from 10,000 bbl. to 33,000 bbl. Jet fuel is received into the terminal from pipeline and trucks, while the terminal delivers jet fuel to Holloman Air Force Base by pipeline. This terminal is also equipped with tank truck loading facilities. All tanks are contained within within an earthen dike, and truck loading facilities are equipped with concrete spill containment system.							
	1.5 FACILITY STATUS Currently operating bulk liquid storage terminal.		1.7 COMPLIANCE STATUS With the exception of present groundwater contamination, this terminal is in complete compliance with appl. rules & regulations.					
	2.1 DISCOVERY DATE June, 1983		2.1 TYPE OF CONTAMINATION Groundwater contaminated by hydrocarbons (jet fuel).		2.3 ADJ. LAND USE Residential, Commercial, and Ranching			
Section 2.0 Environmental Status	2.4 SOURCE OF CONTAMINATION Past practices, and spills resulting from pipeline accidents combined with rainfall runoff to contaminate nearby drinking water wells. The contaminant plume is located at the drinking water table directly below the terminal and approximately 1/2 mile down-gradient (south).							
	2.5 NOTICE of VIOLATION To date there has not been any violations issued regarding this project. ST is undertaking this remediation on a voluntary basis.				2.6 ADMIN. CONSENT ORDER None			
	2.7 REMEDIATION METHODS Pump-and-Treat: Groundwater from pumping of 5 wells is processed through oil/water separator, then an air stripper, and finally a carbon adsorption chamber. Processed water is discharged to ground by filtration galleries.				2.8 MILESTONES 10/85 Settlement Agreement complete /87 Site Assessment complete 03/88 Remediation Plan approved 04/88 Remediation System operational 06/92 Remediation continues			
	2.9 PROGRESS-TO-DATE The groundwater remediation system continues to operate daily with an average of 2800 gallons/day being processed through the air stripper/carbon filter treatment system. Per state requirements, the monitoring wells are sampled and analyzed quarterly. The first quarter analysis of 1992 indicates that the pump and treat system is operating according the design parameters and state requirements. The terminal replaced the carbon in the #1 filter in April after over 1 year of use, which indicates that the air stripping is significantly treating the influent water and thereby contributing to reduced operating costs. There appears to be a significant increase in the water level which is attributed to heavy spring rains. The fluctuation of the water table is expected to increase the contaminants in the influent to the treatment system due to the "washing" effects.							
	2.10 LEGAL ACTIONS None				2.11 CONSULTANTS Geohydrology Associates, Inc. Albuquerque, NM			
Section 3.0 Costs	04/15/91 Cost Estimate	Total Cost J-T-D	Total Cost 1991	Estimated Cost 1992	Estimated Cost 1993 +	1992 Accrual	07/23/92 Projected Total	Estimate Variance
	\$770	\$658	\$112	\$28	\$75	\$0	\$749	\$21
(Note: \$334 paid by insurance)								

6.11



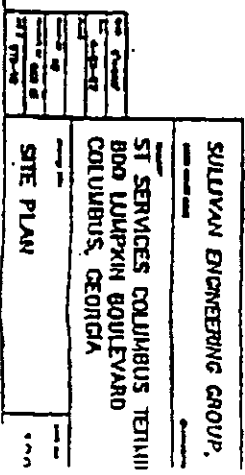
ST Services

6.11

SITE REMEDIATION

Environmental Oversight Review July 23, 1992

Section 1.0 Facility Description	1.1 LOCATION Columbus, GA Site No. : 4071		1.2 CURRENT OWNER Support Terminal Services Dallas, Texas		1.3 PREVIOUS OWNER(s) Whitaker Oil (ST acquired 1981)			
	1.4 FACILITY DESCRIPTION The Columbus terminal can be found at 800 Lumpkin Road, and has 35 bulk liquid storage tanks ranging in size from 720 bbl. to 20,000 bbl. These tanks are utilized to store petroleum and chemicals. As a member of the Port of Columbus, ST receives products by vessel and rail car, and is capable of distributing these commodities by tank truck and rail car. All tanks are above ground, and are contained within concrete and/or earthen dikes. The loading racks are provided with spill containment that drains to an oil/water separator within the tank dike area.							
	1.5 FACILITY STATUS Currently operating bulk liquid storage terminal.		1.7 COMPLIANCE STATUS With the exception of present soil contamination, this terminal is in complete compliance with appl. rules & regulations.					
Section 2.0 Environmental Status	2.1 DISCOVERY DATE August, 1990		2.2 TYPE OF CONTAMINATION Surface soil contaminated by Sodium Hydroxide (Caustic)		2.3 ADJ. LAND USE Industrial			
	2.4 SOURCE OF CONTAMINATION Past practices, and a leaking pump seal allowed sodium hydroxide to pool within the diked area. An additional spill reported on 09/23/91 which may have compounded the already existing problem. The contamination has been limited to the area within the tank dike and a small area down-gradient from the dike drain. Groundwater monitoring wells have proven that there is no contamination of subsurface water.							
	2.5 NOTICE OF VIOLATION NOV issued 09/01/91		2.6 ADMIN. CONSENT ORDER Consent Order issued on 06/23/92. ST signed order on 07/6/92. This order requires ST to submit a work plan and schedule within 60 days.					
	2.7 REMEDIATION METHODS Excavation with off-site disposal at a permitted class II land fill. Area will be back-filled with clean soil. Analysis indicates that the contaminated soil has a pH below 12.0, and therefore is not considered hazardous waste.		2.8 MILESTONES 08/91 Initial treatments complete 06/91 DNR samples show additional cont. 10/91 Received Notice-of-Violation 01/92 DNR samples show additional cont. 06/92 DNR issues Consent Order					
	2.9 PROGRESS-TO-DATE <i>Following repeated attempts to remediate the contaminated soil, ST contracted with Delta Environmental Consultants to perform additional site assessment in order to determine the causes for the continued high pH readings found in the soil. We have determined that the original remediation activities insufficiently treated the soil and therefore, not all of the caustic had been neutralized. The state DNR issued a Consent Order on 06/23/92 that requires ST to develop a work plan and schedule that will completely address the contamination. The results of Delta's assessment concludes that the existing soil can no longer be treated in-place, therefore all contaminated soil with pH greater than 9.0 must be excavated and disposed of off-site. The Consent Order was signed by Fred Johnson on 07/06/92 and mailed to the DNR with a check in the amount of \$10,000 to be applied to the penalty assessed by DNR. Delta will complete the work plan and schedule by 08/01/92. Following the approval of DNR, we will proceed with the remediation activities. Delta has estimated the remediation activities will require 2 to 4 weeks, depending on weather.</i>							
Section 3.0 Costs	2.10 LEGAL ACTIONS None		2.11 CONSULTANTS Delta Environmental Consultants, Inc. Atlanta, GA					
	04/15/91 Cost Estimate	Total Cost J-T-D	Total Cost 1991	Estimated Cost 1992	Estimated Cost 1993 +	1992 Accrual	07/23/92 Projected Total	Estimate Variance
\$255		\$318	\$276	\$250	\$20	\$0	\$546	(\$291)



SCHEDULE 6.12

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

EXCEPTIONS TO ORDINARY COURSE OF
OPERATIONS OF CORPORATIONS

Damage to tanks in Homestead, Florida facility
due to Hurricane Andrew

SCHEDULE 6.13

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

LIENS AND ENCUMBRANCES

1. Rights of lessors to leasehold improvements.
2. See unrecorded and/or undocumented easements as set forth in Exhibit A.

SCHEDULE 6.14

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

LIABILITIES

See Schedule 6.12

SCHEDULE 6.15

SUPPORT TERMINAL SERVICES, INC.
STOCK PURCHASE AGREEMENT

TRADEMARKS & TRADENAMES; INTELLECTUAL PROPERTY

Unregistered rights in the following:

ST Services
ST
StanTrans
Support Terminal Services
Standard TransPipe
STS

SCHEDULE 6.16

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

COMPLIANCE WITH APPLICABLE LAW

NONE

SCHEDULE 6.17

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

CUSTOMERS

U.S. Government
BASF Corporation
Amoco Oil Company
Shell Oil Company
Elf Asphalt
ADM Corn Processing
Sun Refining & Marketing Company
Tosco Corporation
Ultramar, Inc.
Mitsubishi International Corporation
GAF Chemicals Corporation
Exxon Company, U.S.A.
CF Industries, Inc.
Standard Chlorine of Delaware, Inc.
Phillips Petroleum Company
Miles, Inc.
Marubeni America Corporation
IndeChem Marketing Company, Inc. (Murex)
Navajo Refining Co.
Nalco Chemical Company
Phibro Energy, Inc.
Ethyl Corporation
Alban Rubber & Chemical, Inc.
E.I. Du Pont de Nemours and Company
Texaco Refining & Marketing, Inc.
CSX
Unocal (Union Oil)

SCHEDULE 6.19

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

PROPERTIES, LICENSES & PERMITS

See Exhibit A

SCHEDULE 6.22

SUPPORT TERMINAL SERVICES, INC.
STS AGREEMENT AND PLAN OF MERGER

PERSONAL PROPERTY

Distribution By Department - Accumulated Depreciation

For 1 Period(s)

Periods Posted Year-to-Date: 12

12/03/02
3:00am

Schedule 6.23

Asset Number	Description	Placed In Service	Book Cost	Prior Year Accum Depr - Sec 179 & ITC -	Depr Posted Prior Periods -	Depr Posted This Period -	Period End Net Book Value
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Department Code: 12 Department Description: TERMINAL 12

General Ledger Asset Account: 202012000

Accumulated Account: 203012000

122001 FURNITURE & FIXTURES-MISC	11/01/71	253.00	228.00	0.00	0.00	25.00
122005 FURNITURE	03/01/80	1248.00	1123.00	0.00	0.00	125.00
122007 PANASONIC FAX MACHINE	10/01/92	1290.00	0.00	38.70	19.35	1231.95
Totals for: 207012000	208012000	2791.00	1351.00	38.70	19.35	1381.95

General Ledger Asset Account: 209012000

Accumulated Account: 210012000

124001 MISC PLANT & EQUIPMENT	11/01/71	365001.00	328501.00	0.00	0.00	36500.00
124002 PIG LAUNCHER	09/01/72	4177.00	3759.00	0.00	0.00	418.00
124003 VCLONE SEPARATOR	11/01/73	3815.00	3434.00	0.00	0.00	381.00
124004 CATHODIC PROTECTOR	06/01/74	570.00	513.00	0.00	0.00	57.00
124005 CATHODIC PROT UNIT	11/01/74	1983.00	1785.00	0.00	0.00	198.00
124007 CATHODIC PROT UNIT	09/01/76	330.00	297.00	0.00	0.00	33.00
124008 CATHODIC PROT UNIT	01/01/77	4492.00	4043.00	0.00	0.00	449.00
124009 TERMINAL FACILITY	11/01/78	52089.33	52089.33	0.00	0.00	0.00
124010 EXTENDED LIFE 009	08/01/87	14055.67	2054.20	425.34	38.76	11536.37
124011 METER	04/01/79	4115.00	3703.00	0.00	0.00	412.00
124012 PIPE	05/01/79	8174.00	7357.00	0.00	0.00	817.00
124013 METERS	06/01/79	1348.19	1213.19	0.00	0.00	135.00
124014 NEW PIPELINE	04/01/81	65694.34	65694.34	0.00	0.00	0.00
124015 EXTENDED LIFE 014	08/01/87	118710.17	23308.42	4637.60	439.78	90124.37
124016 CATHODIC PROTECTION EQUIPMENT	10/01/81	1319.59	1319.59	0.00	0.00	0.00
124017 EXTENDED LIFE 016	08/01/87	2652.41	524.29	108.82	9.89	2009.41
124018 6" PIPELINE CO-482	07/01/82	19929.77	19929.77	0.00	0.00	0.00
124019 EXTENDED LIFE 018	08/01/87	49769.74	9451.61	1961.65	178.33	28178.14
124020 CATHODIC PROTECTION	09/01/82	4051.40	4051.40	0.00	0.00	0.00
124021 EXTENDED LIFE 020	08/01/87	10597.56	2016.78	418.58	38.05	8124.15
124022 CATHODIC PROTECTION	12/01/82	4471.56	4471.56	0.00	0.00	0.00
124023 EXTENDED LIFE 022	08/01/87	12562.44	2398.12	497.72	45.25	9621.35
124024 FIBERGLASS TANK BOTTOM	12/01/82	8147.50	8147.50	0.00	0.00	0.00

* - Denotes retired asset